

EXHIBIT M

Financial Advisory Service Account Setup Form for Non-Senior or Advanced Financial Advisors



Financial
Advisors

Account Number
0191-3390744-4-013

GST Processor's Name (print)

Date

Megan Penrod

Primary Client Data

	First Client Data	Second Client Data
Honorific	<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.
First Name	CONNIE	Keith
Middle Name/Initial		
Last Name	SIMONS	SIMONS
Social Security Number	076-44-6727	066-40-7232
Birth Date (mm/dd/yyyy)	11/6/1952	8/28/1944
Sex	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
Citizenship Code*	<input checked="" type="checkbox"/> U.S. Citizen (Y) <input type="checkbox"/> Resident Alien (R) <input type="checkbox"/> Foreign Residing Alien (F)	<input checked="" type="checkbox"/> U.S. Citizen (Y) <input type="checkbox"/> Resident Alien (R) <input type="checkbox"/> Foreign Residing Alien (F)
Citizenship Country (if other than U.S.A.)		
Street Address	#4 FOURTH STREET	#4 FOURTH STREET
Apartment Number		
City	WESTBURY	WESTBURY
State	NY	NY
Zip Code	11590	11590
Client Home Phone (include area code)	516 997-5170	516 997-5170
Client Business Phone (include area code)	516 803-1417	
E-mail address (optional)		
Married (must include spouse info.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Domestic Partner	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is Client Self-Employed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is Client an American Express Employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
American Express employee/ Advisor Number (if applicable)		

01 AUG -2 AM 10:17
CSO INCOMING MAIL

*A resident alien is a foreign citizen residing in the U.S. A foreign residing alien is a foreign citizen not residing in the U.S.

Type of Client

Indicate the type of client by checking one of the following:

☒ Client Planning (001)

☐ FES (003) (T5/971)

☐ Corporate Office Employee Planning (004)

☐ Financial Institutions Group — FIG, CPA or JCAT

Affinity Market Code must be entered here

(FIG cover sheet must be attached to this paperwork.)

Financial Advisory Service**New service**

(Attach ADV brochure 94001)

- ☒ Financial Advisory Proposal
☐ Financial Advisory Proposal with Asset Allocation
☐ Asset Allocation only
☐ Financial Advisory Proposal Small Business Owner Service
☐ Lumen (platform 2, only)

Corporate Office Use Only

Admin.	Prod. Code	Alpha	Module
013	80	FAS	
013	24	FAS-AA	
013	48	Assetwout	
013	80	FAS	063
013	80	FAS	073

Review Service

(Attach ADV brochure 94001)

- ☐ Financial Advisory Review
☐ Financial Advisory Review with Asset Allocation
☐ Asset Allocation only
☐ Financial Advisory Review Small Business Owner Service
☐ Lumen (platform 2, only)

Admin.	Prod. Code	Alpha	Module
013	80	FAS	065
013	24	FAS-AA	065
013	48	Assetwout	065
013	80	FAS	063, 065
013	80	FAS	065, 073

Corporate Office Advanced Service (FAS Plus)

(Attach ADV brochure 94001)

- ☐ Financial Advisory Proposal
☐ Financial Advisory Review
☐ Stock Option Analysis
☐ Stock Option analysis with Asset Allocation
☐ Business Valuation

Admin.	Prod. Code	Alpha	Module
013	88	FASPLUS	
013	88	FASPLUS	065
013	88	FASPLUS	047
013	88	FASPLUS	042, 040
013	88	FASPLUS	044

Advisor Fee \$ _____

Corporate Office Fee \$ _____

Note: When using FAS Plus, send all documents (including payment) to T5/496 not the financial planning new business team.

0191 - _____ 013

013 09 FASCORP

Processor: _____

Date: _____

Consultation Service

(Attach supplemental ADV brochure 71298)

- ☐ Hourly charged issue based service

Admin.	Prod. Code	Alpha	Module
013	68	FAS-CQN	

For MPR Use OnlyFee \$ 500

Gross Estate \$ _____

Case Complexity _____

Annual Income 100,000

MPR Initials _____

(Required for fees greater than \$2,000 or less than \$250)

Remember, new business submitted to the corporate office must include the following in order to be processed:

- 1) FAS Service Agreement 94001 or supplement 71298
- 2) FAS Account Setup Form
- 3) Payment (e.g., check, redemption form, etc.)

American Express Financial Advisory Service

Service Agreement

American Express through American Express Financial Advisors Inc. (the "Company") agrees to perform the financial advisory service for you on the following terms and conditions:

The American Express Financial Advisory Service brochure (Form 94003) and any current supplement to this brochure contains important information regarding the Financial Advisory Service option you (the "Client") selected and is part of this Service Agreement ("Agreement").

No assignment of this Agreement by the Company will be effective without Client's consent.

1. Financial Advice to be Provided

☐ **Business/Owner Issues (060)**

☒ **Comprehensive Financial Planning (includes all six areas listed below) (030)**

Note: Check Comprehensive only if addressing all six areas.

- | | |
|---|--|
| 1. <input type="checkbox"/> Financial Position (009) | 2. <input type="checkbox"/> Investment Planning (010) |
| 3. <input type="checkbox"/> Income Tax Planning (015) | 4. <input type="checkbox"/> Protection Planning (005) (if selected, provided at no charge) |
| 5. <input type="checkbox"/> Retirement Planning (020) | 6. <input type="checkbox"/> Estate Planning (024) |

2. Service Options (choose one option)

<input checked="" type="checkbox"/> Comprehensive or Issue	Address the six areas of financial planning separately or as a complete, comprehensive analysis.
<input type="checkbox"/> Consultation Provided by authorized advisors only.	Address a specific financial issue or topic within one of the areas of financial planning.
<input type="checkbox"/> Annual Provided by authorized advisors only.	Address the six areas of financial planning separately or as a complete, comprehensive analysis. May also be used to address a specific financial issue or topic within one of the areas of financial planning.
<input type="checkbox"/> Good Until Changed or Cancelled (GTCC) Provided by authorized advisors only. <input type="checkbox"/> Check here if this service agreement replaces an existing GTCC agreement <input type="checkbox"/> Transfer \$_____ from existing GTCC to this one.	This service option is similar to American Express Financial Advisory Service – Annual except the service agreement and fee will automatically renew each year on the anniversary of the agreement unless the service is changed or cancelled.
<input type="checkbox"/> Advanced Advice Services <input type="checkbox"/> Comprehensive Financial Plan <input type="checkbox"/> Issue Financial Plan <input type="checkbox"/> Stock Option Exercise Analysis <input type="checkbox"/> Asset Allocation <input type="checkbox"/> Business Valuation Analysis	May be used in combination with any of the above. Corporate office consultants will address more complex financial planning issues.

Continued ➡

3. Financial Advisory Service Fees

(Choose either a Fixed Fee or an Hourly Fee)

Fixed Fee (available for all Service Options)

1. Total Fixed Fee 1. \$ 500

Hourly Fee (available for Annual and Consultation Service Options as well as all Advanced Advisors)

2. Financial Advisor Hourly Rate 2. \$

3. Estimated Number of Hours (may be a range) 3.

4. Total Hourly Fee or Range (multiply line 2 by line 3) 4. \$

Advanced Advice Services

5. Financial Advisor Fee 5. \$

6. Corporate Office Fee 6. \$

Paraplanner Fees (Available to Advanced Advisors)

7. Paraplanner Hourly Rate 7. \$

8. Paraplanner Hours 8.

9. Total Paraplanner Fee (multiply line 7 by line 8) 9. \$

Other Charges or Credits

10. State Sales Tax (IA add 5%) 10. \$

11. Less Promotion (if applicable) *Memorandum Rewards Certificate # 003320762* ~~1111500753~~ 11. \$ (350)

12. Total Financial Advisory Service Fixed Fee (Add lines 1, 10 and 11) 12. \$

13. Total Financial Advisory Service Hourly Fee or Range 13. \$
(Add lines 4, 9, 10 and 11)**Payment Options**

14. Initial Payment made (available to Advanced Advisors) 14. \$

15. Total Amount Due From Client

(if charging a fixed fee, subtract line 14 from line 12. If charging an hourly fee, subtract line 14 from line 13) 15. \$ 150

Payment method: ☐ Check or Money Order ☐ Optima® Card ☐ Systematic Payout
☒ American Express® Card ☐ Redemption (GTCC and Annual, only)Card Number 372127122101000
(15 digits)Expiration Date 04 / 02 (month/year)

4. Confidentiality

The Company and Client agree that all of the above-mentioned information and data furnished to the financial advisor, pursuant to Paragraph 1, shall not be disclosed by the Company to any other unrelated person, firm or entity without Client's prior consent, unless disclosure is required by law.

5. Customer Privacy

Client understands and agrees that as described and defined in "An important Notice Concerning Our Customers' Privacy" (the "Notice") American Express Financial Services companies may disclose or use Customer Information to provide the Client with offers for products and services that they think may complement the Client's financial goals, needs and circumstances. Client may choose to opt out of certain disclosures and uses of Customer Information by placing an "X" in appropriate box on the opt-out form included with Notice. The descriptions in the Notice provide the Client with full explanation of choices. If Client has questions about the opt-out choices, Client may contact the financial advisor or call 800-297-8018.

Client also understands that if not selecting the opt-out choice, Client is authorizing disclosure of credit-related and financial planning information among American Express Financial Service companies and affiliates. This disclosure includes:

- Credit-related information that is collected by an American Express Financial Services company to other American Express Financial Services companies or American Express affiliates, other than as permitted by law; and
- Financial planning information (Customer Information American Express Financial Advisors collect to provide your financial plan, consulting or investment advisory service) to other American Express Financial companies or affiliates for marketing mailings for these affiliates' products and services.

Client further understands that selecting the opt-out choice makes it more difficult for the American Express Financial Services companies to provide the Client with offers for insurance and other product alternatives consistent with the Client's financial goals and circumstances, as well as offers for credit or charge card products, lines of credit, extended payment options and margin lending accounts.

6. Disclosure of interest and capacity

The financial advisor will or may recommend that Client purchase or sell investments and enter into other financial transactions. Client will have no obligation hereunder or otherwise to follow any such recommendations. If the Client does enter into one or more transaction(s) recommended by advisor, then, in addition to the compensation provided for above, Advisor will or may receive a commission or other financial benefit as a consequence of the transaction.

No assignment of the Agreement by the Company will be effective without Client's consent.

After looking at all of Client's financial data, the financial advisor may find it necessary to recommend further assessment in a specific area that has not already been designated. If Client agrees, Client will be asked to sign a new Agreement and pay the additional fee. Under those circumstances this Agreement will be null and void.

Client's service will address Client's financial concerns based on Client's current financial situation and Client's future needs and objectives. The service will be based on the personal financial information that financial advisor obtains from Client. It also will be based on assumptions that Client selects and certain other planning assumptions determined by the Company. For the service, the overall rate of return used in determining net worth and cash flow beyond the current year will be calculated based on Client's risk tolerance toward achieving each goal selected, Client's assumed average tax rates and global inflation rates specific to each goal that financial advisor helps you select.

Client recognizes that the value and usefulness of the Financial Advisory Service will be dependent upon information that he/she provides and upon his/her active participation in the formulation of financial planning objectives and in the implementation of plans to attain those objectives. If required, Client will be asked to complete a detailed questionnaire provided by the financial advisor. Client will also provide copies of financial documents as the advisor may reasonably request in order to permit complete evaluation and preparation of recommendations for Client.

Client agrees to discuss his/her requirements, objectives and projected future needs candidly with the financial advisor and to promptly inform financial advisor of material changes in circumstances, needs, objectives and other information Client previously provided to the financial advisor. Client further agrees that neither the financial advisor or the Company shall have any liability for Client's failure to promptly inform the financial advisor of material changes in Client's financial circumstances which may affect the manner in which Client's assets are allocated.

The financial advisor shall have no obligation to make any recommendation or give any financial advice to Client, which in the sole judgment of the financial advisor, would be impracticable, unsuitable, unattainable or undesirable. It is understood that the financial advisor provides financial services of the type contemplated hereunder, as well as other financial services for a number of clients.

Concurrently with receipt by Client of the agreed upon services, Client may receive, without charge, if previously requested, a life insurance analysis provided by a licensed life and disability agent. The financial advisor will receive no compensation on account of any life insurance analysis and/or recommendations provided to Client. **The Company does not provide analysis or recommendations concerning insurance policies, annuities, legal advice or document preparation as part of this service.** The Company does not monitor the day-to-day performance of the Client's specific investments.

Retirement Accounts

Client agrees that neither the financial advisor nor the Company is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) or Internal Revenue Code of 1986, including with respect to asset allocation services provided Client, and that financial advisor and the Company are not providing investment advice for a fee that will be the primary basis for Client's investment decisions on IRA, TSA, government plan or ERISA (e.g., 401(k)) assets. To the extent an asset allocation service identifies any specific investment alternative, Client understands that other investment alternatives having similar risk and return characteristics may be available, and that Client's plan sponsor, for government or ERISA plans, or the financial advisor can assist Client in obtaining information on other potential investment alternatives.

7. Arbitration

Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. However, this paragraph does not constitute a waiver of any right provided by the Investment Advisers Act of 1940.

Signature and Taxpayer Identification Number Certification

By signing below, Client acknowledges (1) having received and read the brochure (Form _____), (2) that Client understands and agrees to all terms contained in this Agreement and the brochure that apply to the service Client selected.

Backup Withholding

- ☐ Check this box if you have been notified by the IRS that you are currently subject to backup withholding. Do not check this box if: (a) you are exempt from backup withholding, or (b) you have not been notified by the IRS that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding.

Client certifies under penalties of perjury as required by Form W-9 of the Internal Revenue Service, that the Social Security number is the correct taxpayer identification number and that the backup withholding information as provided in this form is correct.

Constance Simms 076-44-6727 R. Simms 7/19/07
Client's Name (please print) Client's Social Security Number/Taxpayer ID No. Client's Signature Date

Client's Name (please print) Client's Social Security Number/Taxpayer ID No. Client's Signature Date

Signed at Mitchell Field NY
City State

Barry Murphy
Barry Murphy, Executive Vice President for American Express Financial Advisors Inc.

Jennifer Wilkov Pavone 516 228-0100
Financial Advisor Signature Area Office Telephone No.

JENNIFER WILKOV PAVONE 47005
Financial Advisor Name and Number (print)

Branch ID	Financial Advisor (print) <u>JENNIFER WILKOV PAVONE</u>	Advisor No. <u>47005</u>	Comp. % /UD	Area Office No. <u>118</u>
Branch ID	Financial Advisor (print)	Advisor No.	Comp. %	Area Office No.

Corporate Office Use Only

Analysis Account No. _____